



# **City of Norfolk**

## **NOTICE IFB #4427-0-2014EMP Yamaha 300hp four stroke outboard engine**

### **To All Potential Bidders:**

The City of Norfolk (the "City") welcomes bids to furnish, remove old and install **new Yamaha 300hp four stroke outboard engine for Homeland Security Norfolk, Virginia 23513.**

**Pre-Bid Conference:** N/A Eastern Time.

**Bid Opening Date and Time:** January 7, 2014 at 2:00 PM Eastern Time

**Term of the Agreement:** OUTRIGHT PURCHASE

Issuing Office Point of Contact: Eddie M. Powell at (757) 664-4025 or [eddie.powell@norfolk.gov](mailto:eddie.powell@norfolk.gov).

All questions related to this Invitation for Bid ("IFB") must be submitted in writing to the Issuing Office Point of Contact, located in the Office of the Purchasing Agent. Any responses to questions posed and deemed material to the quality of bids requested will be issued via an addendum to the IFB and posted for the convenience of all potential Bidders.

**IFB #4427-0-2014/EMP**  
**Yamaha 300hp four stroke outboard engine**

Buyer: Eddie M. Powell, Buyer II

V: 757-664-4025

F: 757-664-4018

[eddie.powell@norfolk.gov](mailto:eddie.powell@norfolk.gov)

Contract Administrator/Program Coordinator: Lieutenant, F.L. Pratt

Norfolk Police Department

V: (757) 823-4460

[Fred.Pratt@norfolk.gov](mailto:Fred.Pratt@norfolk.gov)

Issued: December 18, 2013

**IFB OPENING DATE AND TIME: January 7, 2014**

**2:00 p.m. Eastern Time**

**ACKNOWLEDGE RECEIPT OF ADDENDUM:** #1\_\_\_\_ #2\_\_\_\_ #3\_\_\_\_ #4\_\_\_\_ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND REQUIREMENTS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN BID REJECTION.

Authorized Agent: \_\_\_\_\_

Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Company FEI/FIN#

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## SECTION I - GENERAL

### A. Specifications

The City of Norfolk invites independent contractors to provide pricing to furnish, removal and install the following to the City of Norfolk, VA, Norfolk Harbor Patrol Unit 901 Asbury Avenue, Norfolk, Virginia 23513. Site visit contact Lieutenant, F.L. Pratt at (757) 823-4460.

### A. GOODS AND SERVICES:

The Purchase Order Terms and Conditions stated herein are applicable to any award made pursuant to this solicitation.

The Norfolk Harbor Patrol Unit is looking to purchase (2) Yamaha Four Stroke 300 horse power outboard motors. This equipment will replace existing Yamaha engines currently powering an aluminum 27' enclosed cabin boat.

(1) Engine clock wise propeller rotation and (1) engine counter clockwise rotation. Vendor is to remove old engines and install and warranty all engines, controls, and gauges. This will allow responders to participate safely in sea going search and rescue operations. Yamaha outboard engines are specified to maintain operational integrity, and consistency of performance with other boats in the Harbor Patrol Unit. Each engine manufacture builds their engines to differing operational capabilities, performance standards, and maintenance standards. By keeping all boats in the Harbor Patrol Unit equipped with Yamaha engines, consistency in maintained during operational periods, and during maintenance, this reduces the potential for accidents, improper boat handling due to differences in performance, and consistent maintenance practices. Site visit require. Contact Lieutenant, F.L. Pratt at 757-823-4460.

Minimum specification of engines to include, but are not limited to the following:

- Three Hundred Horse Power
- Four Stroke V6 of 2014 cubic inches
- Dual Overhead Camshafts with Electronic Fuel Injection
- Electric Start
- Thermostatic Cooling System
- Alternator Output 44 Amps at Max RPM
- Micro Computer Ignition System
- Engine Sensing Warning System
- Engine Stop Switch Lanyard
- Tilt and Trim with External Switches 30 inch Shafts
- Stainless Steel Propellers
- Fresh Water Flush for Power Head
- Command Link Digital Electronic Controls
- Digital Engine Gauges
- Approximate Weight not to Exceed 610 lbs per Engine

Bid must represent the total amount required to provide all goods listed herein.

1. 2 each      Yamaha Four Stroke 300 horse power outboard motor  
                    No substitute

Brand name \_\_\_\_\_

Stock number \_\_\_\_\_

Unit Cost \_\_\_\_\_

Total Cost \_\_\_\_\_

2. 1 each      Engine clock wise propeller rotation

Unit Cost \_\_\_\_\_ Total Cost \_\_\_\_\_

3. 1 each      Engine counter clockwise propeller rotation

Unit Cost \_\_\_\_\_ Total Cost \_\_\_\_\_

4. 1 lot      To remove old motors and rigging, install new motors & accessories,  
test and perform sea trial.

Est. Hours \_\_\_\_\_ Total Cost \_\_\_\_\_

Engine Warranty \_\_\_\_\_ (months, years)

Total Cost of Bid \_\_\_\_\_

Less \_\_\_\_\_ % cash discount, any discount of less than 2%/20 days will not be considered in bid award.

Signature \_\_\_\_\_ Name (type/print) \_\_\_\_\_

Representing \_\_\_\_\_

Fax number \_\_\_\_\_ Phone number \_\_\_\_\_

E-mail address \_\_\_\_\_ Company web site \_\_\_\_\_

#### **B. Scope of work:**

1. Vendor must remove old motors and rigging.
2. Vendor must supply and install new motors.
3. Vendor must install Yamaha Binnacle mount controls.
4. Vendor must install new control cable, ignition switch, harnesses, and multifunction gauge.
5. Vendor must install fuel primer bulbs, fuel filters and fuel lines from to motors.
6. Vendor must install Yamaha rigging tubes and Yamaha stainless-steels propellers.
7. Vendor must use boat's existing starting battery components.

8. Vendor must use boat's existing hydraulic steering helm. Replace steering cylinders on both outboards. Fill and bleed hydraulic steering systems.
9. Perform sea trial with NHP unit representative.
10. Test and adjust system to specification.

## **SECTION II - SPECIAL INSTRUCTIONS TO THE BIDDER**

### **A. Issuing Office**

City of Norfolk  
Office of the Purchasing Agent  
Attn: Eddie M. Powell, Buyer II  
232 Main Street, Suite 250  
Norfolk, VA 23435  
Telephone: (757) 664-4025  
Fax: (757) 664-4018  
[eddie.powell@norfolk.gov](mailto:eddie.powell@norfolk.gov)

### **B. Contract Administrator**

Norfolk Harbor Patrol Unit  
Attn: F.L. Pratt  
Lieutenant,  
901 Asbury Avenue  
Norfolk, VA 23504  
Telephone: (757) 823-4460  
Fax: (757) 227-4946  
[Fred.Pratt@norfolk.gov](mailto:Fred.Pratt@norfolk.gov)

### **C. Contract Term**

For any contract resulting from this IFB, the contract term shall be for an **OUTRIGHT PURCHASE**. Contact with City Staff, Representatives, and/or Agents:  
Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this IFB or any subject related to this IFB is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

### **D. Bidders of Record:**

Bidders receiving a copy of this IFB from a source other than the Issuing Office via [www.DemandStar.com](http://www.DemandStar.com) must contact the Issuing Office and provide Bidder's name, address, contact person, telephone and fax number, and the IFB Item Number. Bidder will be added to the DemandStar Planholders' list and will receive notification of any addenda to the IFB.

#### E. Questions and Addenda

Contractors shall carefully examine this IFB and any addenda. Bidders are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this IFB. Questions should be addressed to the Purchasing Agent. If the answer materially affects the IFB, the information will be incorporated into an addendum and posted on [www.demandstar.com](http://www.demandstar.com). This IFB and any Addenda shall be incorporated, by reference, into any resulting contract. Bidder is responsible for checking the DemandStar web site or contacting the Issuing Office within 48 hours prior to the bid Opening to secure any Addenda issued as part of this IFB.

The deadline for submitting questions under this IFB is **12:00 Noon, January 03, 2013**. Oral comments and / instructions do not form a part of this IFB. Fax and e-mail are for questions only. Bids submitted via fax or e-mail will not be accepted.

#### F. Changes or Modifications:

Changes or modifications to this IFB made prior to the date and time of Opening will be addressed by addenda from the Issuing Office. Bidders are to acknowledge receipt of addenda in the space provided on the cover page of this IFB. Oral communications are not a part of the IFB or Bid documents. This IFB and any addenda shall be incorporated, by reference, into any resulting contract.

#### G. IFB Opening:

Bidder shall ensure its Bid is time stamped by the Issuing Office no later than the Opening Date and Time shown on the cover page of this IFB. Bids received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Bidder unopened.

#### H. Bid Submittal Requirements:

1. Each Bid shall be submitted to the Issuing Office and shall include the following documents:
  - a. The cover page of this IFB, which will contain:
    - 1) Original signature of an agent authorized to bind the company;
    - 2) Requested contact information;
    - 3) Company FEI/TIN number; and,
    - 4) Acknowledgment of any addenda on page one (1);
  - b. Pricing Schedule;
  - c. Business Classification form; and
  - d. Attachments A - E
2. Bidders are encouraged to submit their Bids on recycled paper and to use double-sided copying.
3. Bids must be submitted utilizing the following requirements:
  - a. Bidders shall submit bids in a sealed envelope or package, and clearly label the shipping/mailling packaging as well as the outside of your envelope or package with the IFB number, date and time of the IFB Opening, and the Bidder's name and address. **Bids received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.**
  - b. Submit the original and one (1) copy of the bid. The original must be marked "Original".
  - c. All bids shall be received and time stamped in the Issuing Office no later than the Opening Date and Time shown on the cover page of this Invitation for Bid. Any bid received after the specified date and time (2:01 PM EST or later) will not be considered and will be returned to the Bidder unopened.
  - d. Include a statement setting forth the basis for protection of all proprietary information, if any.

- e. A **minimum** of three (3) current and previous clients for which Bidder has completed services comparable to those described in this IFB. For each reference, detail:
- Name of firm;
  - Address of firm;
  - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
  - Number of years Bidder has served the client; and
  - Brief summary of scope of services provided.

I. Award

The award of a contract(s) shall be at the sole discretion of the City. Award(s) shall be made to the **lowest bidder that is responsive and responsible** that complies with all of the provisions of the invitation to bid, provided that the amount does not exceed the amount of funds available to finance the contract. In the event that a responsive bid from the lowest responsible bidder exceeds available funds, the Purchasing Agent may negotiate the amount of the bid with the apparent low bidder to obtain a contract price within available funds.

The City reserves the right to accept or reject any or all bids in whole or in part, to waive informalities, and to award to more than one bidder, if determined, at its sole discretion, to be in the City's best interest. Bidders will submit bids, in accordance with the IFB requirements and maintain compliance with all federal, state and local laws and regulations. The contents of the bid of the selected Bidder will be incorporated and made a part of any City contractual obligation when the award(s) is made.

J. Disposition of Bids

All materials submitted in response to this IFB will become the property of the City. One (1) copy of each bid shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section I, I. "Disclosure."

K. Disclosure

In compliance with the Code of the City of Norfolk, Virginia Section 33.1-9, trade secrets or proprietary information submitted by contractors in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the contractors must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable and will not be honored. A statement that costs are to be protected is unacceptable and will be disregarded.

L. Cost Incurred In Responding

This solicitation does not commit the City to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

M. Prime Contractor Responsibility

Bidders may propose services that are provided by others, but any services proposed must meet all of the requirements of this IFB.

If the Bidders' bid includes services provided by others, the successful Bidder(s) shall be required to act as the prime contractor for all such items and must assume full responsibility for the procurement,

delivery and quality of such services. The prime contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this IFB.

N. Subcontractors

Contractor's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least five (5) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

O. Governing Law and Venue

This procurement shall be governed by the laws of the Commonwealth of Virginia and the City of Norfolk. Venue shall be in Norfolk, Virginia.

P. Anti-Collusion

Collusion or restraint of free competition, direct or indirect, is prohibited. Contractors are required to execute the anti-collusion statement. See Attachment A.

Q. Ethics in Public Contracting

The contractor shall familiarize itself with Chapter 33.1, Article VII (Sections 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in Section 33.1-86 thereof, which are attached. The contractor shall abide by such provisions in submission of its bid and performance of any contract awarded. See Attachment B.

R. Nondiscrimination

The contractor agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City Section 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

S. Debarment Certification

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this IFB must be executed and returned with bid documents. See Attachment D.

T. Insurance Requirements

1. Contractor shall submit to the Issuing Office Certificates of Insurance, prior to beginning work under this contract and no later than five (5) days after award of the contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to City of Norfolk.
3. The certificates of insurance shall list the City of Norfolk, 810 Union Street, Norfolk, Virginia, 23510, as the additional insured for the specified project as outlined in this IFB.

Insurance shall be maintained during the entire term of the resulting contract and any extensions and shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Professional Liability	\$1,000,000 Combined Limit
Umbrella/Excess Liability	\$1,000,000

The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the Successful Bidder.

U. Hold Harmless Agreement

The contractor shall indemnify and save harmless the City of Norfolk and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit.

V. Termination

The City may terminate the services requested herein upon thirty (30) days written notice to the successful contractor(s). In the event of breach, the City shall immediately rescind, revoke, or terminate any contract resulting from this IFB. In the event of termination, all documents and other materials related to the performance of this work will become the property of the City of Norfolk.

W. Compliance with Federal Immigration Law

The contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

X. Compliance with State Law – Authorization to Transact Business in the Commonwealth

Contractor hereby represents that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

Y. Using Entities for Cooperative Purchasing

The following entities are hereby named as potential participants in this solicitation:

- City and Public Schools of Virginia Beach, VA
- City and Public Schools of Chesapeake, VA
- City and Public Schools of Norfolk, VA
- City and Public Schools of Portsmouth, VA

- City and Public Schools of Suffolk, VA
- City and Public Schools of Hampton, VA
- City and Public Schools of Newport News, VA
- County and Public Schools of York County, VA
- City and Public Schools of Gloucester, VA
- City and Public Schools of Poquoson, VA
- City and Public Schools of James City County and Williamsburg, VA

#### Z. Equal Opportunity Business Development

It is the policy of the City to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the procurement activities within the Hampton Roads area. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. All contractors are requested to include a statement in its bid response indicating the planned use of such businesses in fulfilling any resulting contract.

#### Business Classification

Is your company a minority or woman owned business? Yes/No

If yes, please check the appropriate category:

Female	Male
<input type="checkbox"/> African American	<input type="checkbox"/> African American
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Hispanic
<input type="checkbox"/> Asian American	<input type="checkbox"/> Asian American
<input type="checkbox"/> American Indian	<input type="checkbox"/> American Indian
<input type="checkbox"/> Eskimo	<input type="checkbox"/> Eskimo
<input type="checkbox"/> Aleut	<input type="checkbox"/> Aleut
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other
<input type="checkbox"/> Other	

#### AA. Subcontracting Opportunities for Small, Women Owned, Minority Business Enterprises and Disabled Veterans

All prime contractors are requested to furnish the following information regarding participation of small, women owned, minority business enterprises and disabled veterans:

1. Proposed Name of your Subcontractor(s)
2. Proposed Minority Category of Subcontractor(s) - please check the appropriate category(ies)

- |  |  |
|--|--|
| <input type="checkbox"/> African American (male) | <input type="checkbox"/> African American (female) |
| <input type="checkbox"/> Hispanic (male)         | <input type="checkbox"/> Hispanic (female)         |
| <input type="checkbox"/> Asian American (male)   | <input type="checkbox"/> Asian American (female)   |
| <input type="checkbox"/> American Indian (male)  | <input type="checkbox"/> American Indian (female)  |
| <input type="checkbox"/> Eskimo (male)           | <input type="checkbox"/> Eskimo (female)           |
| <input type="checkbox"/> Aleut (male)            | <input type="checkbox"/> Aleut (female)            |
| <input type="checkbox"/> Other (male)            | <input type="checkbox"/> Caucasian (female)        |
|  | <input type="checkbox"/> Other (female)            |

3. Proposed Amount of Subcontracts: \_\_\_\_\_ (Please fill in)
4. Proposed Description of commodity (e.g., masonry, hauling, insulation)
5. Proposed Description of Project
6. Proposed Total value of awards to all subcontractors
7. Proposed Total Number of minority subcontracts awarded
8. If you do not propose the use of any subcontractors, please check here \_\_\_\_.

#### BB. Solicitation

The contractor will not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the Contractor comes into contact as a result of work under this procurement during the term of any resulting contract and for six (6) months thereafter.

#### CC. Drug Free Workplace

The City of Norfolk is a drug-free workplace, and as a condition of continued service on the contract, any vendor personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Impairment from the use of alcohol or drugs (except the use of drugs for legitimate medical purposes as directed by a physician).

#### DD. Norfolk Businesses

It is the policy of the City to support Norfolk businesses and workforce development and it encourages companies with corporate offices in the Norfolk area and which employ Norfolk residents

to compete for Norfolk contracts. Contractors are asked, as part of their submission, to declare its location and detail its employment of Norfolk residents.

## ATTACHMENT A - ANTI-COLLUSION STATEMENT

TO ALL VENDORS: EXECUTE AND RETURN WITH BID DOCUMENTS.

In the preparation and submission of this bid, on behalf of \_\_\_\_\_ (name of vendor), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government statutes, Virginia Code Sections 59.1-68.6 through 59.1-68.8.

The undersigned vendor hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this bid; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## **ATTACHMENT B - ETHICS IN PUBLIC CONTRACTING**

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code Sec. 2.1-347 to Sec. 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code Sec. 18.2-438 to Sec. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the city when the employee knows that:

1. The employee is contemporaneously employed by a bidder or contractor involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder or contractor.

Sec. 33.1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, PPEs or contractor.

Sec. 33.1-90. Gifts by bidders, contractors, or subcontractors (Virginia Code §2.2-4371).

No bidder, contractor, or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

## **ATTACHMENT C - NONDISCRIMINATION**

Sec. 33.1-53. Employment discrimination by contractor prohibited (Virginia Code §2.2-4311)

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **ATTACHMENT D - DEBARMENT CERTIFICATION**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

#### **I. CERTIFICATION.**

The Bidder certifies, to the best of its knowledge and belief, that—

(i) The Bidder and/or any of its Principals—

(A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Bidder has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

#### **II. INSTRUCTIONS.**

a. The Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder’s responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/PPEs knowingly rendered an erroneous certification, in addition to other remedies

### III. NOTICE.

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**ATTACHMENT E - COMPLIANCE WITH FEDERAL IMMIGRATION LAW**

I. **CERTIFICATION.**

The Bidder/Vendor certifies, to the best of its knowledge and belief, that -

The Bidder/Vendor and/or any of its Principals at all times during which any term of this Agreement is in effect, (Please fill in with your enterprise's complete name)

\_\_\_\_\_ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

II. **INSTRUCTIONS.**

a. The Bidder/Vendor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's/Vendor's responsibility. Failure of the Bidder/Vendor to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Vendor non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. **NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT F - COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH**

**1. CERTIFICATION.**

A. The Bidder/Vendor (Please fill in with your enterprise's complete name)

\_\_\_\_\_certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Bidder/Vender by the State Corporation Commission:

\_\_\_\_\_

**B.** Bidder/Vendor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: To All vendors.**

Vendors must compliant with state law authorization to transact business in the Commonwealth, see section1: Certification in bid. The identification number must be issued with bid. This may determine the award as a responsive bidder, and may disqualify vendor if not fill out.

II. **INSTRUCTIONS.**

a. The Bidder/Vendor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's/Vendor's responsibility. Failure of the Bidder/Vendor to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Vendor non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Bidder/Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date